

West St. Paul City Council Meeting
Municipal Council Chamber
January 9, 2017

1. Call to Order

Mayor Jenny Halverson called the meeting to order at 6:30 p.m.

2. Roll Call

Present: Mayor Jenny Halverson and Councilmembers Ed Iago, Dave Napier, Dick Vitelli, John Bellows, Anthony Fernandez and Bob Pace.

Others present: Assistant City Manager Sherrie Le, City Attorney Korine Land, Community Development Director Jim Hartshorn, Public Works Director Ross Beckwith, Police Chief Manila Shaver, Finance Director Joan Carlson and City Clerk Chantal Doriott.

3. Pledge of Allegiance

4. Adopt the Agenda

- Remove item 6. Robert Street Review – to be eliminated from all agendas;
- Continue item 12.D. continued to the next meeting
- Move item 10.I. to New Business 12.F.

Motion was made by Clpn. Iago and seconded by Clpn. Vitelli to adopt the agenda as presented. All members present voted aye. Motion carried.

5. OCWS Briefing

Mayor Halverson gave an overview of the Council work session that took place prior to the regular meeting:

- Senator Klein and his aide Joshua Ney gave an update on possible funds for infrastructure items. Council thanked them for their tireless work.
- Council also discussed EDA items and the City Manager position.

6. Robert Street Review – The Robert Street Review will be removed from the regular agenda until there is something to report when work begins again.

7. Citizen Comments

No one present wished to speak.

8. Council Comments

Clpn. Iago said we have two representatives from the South Robert Street Business Association to speak about the Winter Fun Fest. This generous organization recently rewarded Sibley School \$20,000. The organization does outstanding community work. They have donated more than a \$1 million dollars and are #1 in philanthropic work in our city.

Clpn. Iago also said the South Metro Fire Department personnel go through psychological training which is very important. In one - one hour shift, they had 19 calls and of those there was an 11 year old in seizure, a 60 year old deceased, they dealt with a 15 year old female who was beat due to domestic assault, and a 35 year old deceased woman was discovered by her children in their home. The work they do is very difficult and in the same category as our police officers. Thanks to our public safety officers. When you see them out and about in our community, thank them too.

Mayor Halverson said the 2017 Neighborhood Meetings, 6:30 to 8:30 p.m., will be held as follows:

- Jan 19 at Thompson Park – Ward 1
- Jan 26 at St. Stephens – Ward 3
- Jan 30 at Harmon Park – Ward 2
- Feb. 1 at City Hall

Residents can attend any Neighborhood Meeting despite the Ward.

9. Proclamations, Presentations and Recognitions

A. Donations

Assistant City Manager Sherrie Le gave an overview of the following donations that were made to our police department programs:

- Forever Pets, Jim Mina - \$4,000 to the police department K-9 program;
- Target - \$500 to the police department community outreach programs; and
- Farmers Insurance Group, Gary Burns - \$100 to the police department community outreach programs

Motion was made by Clpn. Bellows and seconded by Clpn. Fernandez to approve and adopt Resolution No. 17-02 graciously accepting the donations as listed above. All members present voted aye. Motion carried.

10. Consent Agenda

- A. Previous Meeting Minutes: 11-10-16 Joint PAC and CC Meeting; 12-12-16 OCWS Meeting; 12-12-16 CC Meeting
- B. Rental Licensing
- C. List of Claims
- D. Winter Fun Fest (discussed later in the meeting)
- E. Resolution No. 17-06 approving a contract amendment with WSB & Associates for the completion of the Comprehensive Plan
- F. Resolution No. 17-03 approving the application of Community Development Block Grant Funding for 2017
- G. Resolution No. 17-05 approving the Minnesota Task Force One JPA
- H. December 2016 Financial Reports
- I. PLACED UNDER NEW BUSINESS: Consider City Manager Separation Agreement

Motion was made by Clpn. Vitelli and seconded by Clpn. Bellows to approve the consent agenda items listed above as presented. All members present voted aye. Motion carried.

11. Public Hearing

- A. Comprehensive Plan Amendment to amend the City of West St. Paul Land Use Map for the property located at 260 Marie Ave E. - City of West St. Paul

Community Development Director Jim Hartshorn gave an overview. Per the recent Site Plan, Rezoning, Conditional Use Permit, and Plat approvals by the City Council, Westview Park Apartments is planning to develop a new 56-unit market rate apartment building on the subject property. The aforementioned approvals, specifically the rezoning of the property, were conditioned on the approval of a Land Use Plan amendment. The existing Land Use Plan guides the property as "Industrial" (see first attached map). As a result, in order to properly guide the property for multiple-family use, Staff is recommending that the Land Use Plan Map be amended by guiding the subject property as "Multiple Family". This map, if approved, will be sent to the Met Council for final approval.

The public hearing opened at 6:49 p.m.

No one present wished to speak.

The public hearing closed at 6:49 p.m.

Motion was made by Clpn. Bellows and seconded by Clpn. Iago to adopt Resolution No. 17-04 approving a comprehensive plan amendment to amend the proposed land use plan map for 260 Marie Avenue E as presented. All members present voted aye. Motion carried.

12. New Business

- A. Planning Commission Appointment

There is currently one vacant position on the Planning Commission due to Anthony Fernandez being elected as a West St. Paul Councilmember. Pursuant to current City Code requirements, the Planning Commission members are appointed by the Mayor and require confirmation by the City Council.

Mayor Halverson has provided her recommendation for appointment to the Planning Commission as follows: Hillery Smith Shay (residing in Ward 1) with her term expiring July 2018.

Motion was made by Clpn. Vitelli and seconded by Clpn. Pace to appoint Hillery Smith Shay to the Planning Commission with a term ending July 31, 2018. All members present voted aye. Motion carried.

Ms. Shay thanked the Council and gave a brief update on her background. She has a family here, children in the school district, works well in teams and with budgets and is looking to give back the community. She is happy to promote and market our wonderful city. The Council welcomed Ms. Shay to the Planning Commission.

B. Approve JPA with Dakota County and Consultant Contract for Thompson Lake Stormwater Project #17-5

Director Ross Beckwith gave an overview. Thompson Lake is impaired for recreational use due to excessive nutrients, and is on the Minnesota Pollution Control Agency's (MPCA) 2014 Impaired Waters list. A study identified watershed runoff as the primary source of phosphorus to this seven acre lake and that a phosphorus waste load reduction of 30% is necessary to achieve MPCA water quality standards.

The Thompson Lake watershed encompasses approximately 175 acres of residential, commercial, institutional and park land use. The watershed was developed prior to stormwater treatment requirements, so runoff from the watershed is primarily untreated. The proposed project will remove built up contaminated sediment (Phase 1) and treat stormwater runoff prior to discharge into Thompson Lake (Phase 2). This will reduce phosphorus concentrations in the lake, improve lake clarity, and lead to removal of Thompson Lake from the Impaired Waters list. The project will be completed in partnership with the Lower Mississippi River Water Management Organization (LMRWMO) and Dakota County.

Clpn. Vitelli asked Director Beckwith to elaborate on the work to be done. Director Beckwith said there is an area that is creating a delta in the lake and they will remove that delta and the loads; removing sediment from the lake. Clpn. Vitelli thought work had been done in the north area previously. Director Beckwith said there will be more work done.

Clpn. Bellows noted that this is to reduce phosphorus by 39% but is still concerned. What we are doing to slow the process moving forward, or to stop it. What causes are creating these high phosphorus levels? Director Beckwith said storm water ponds allow us to maintain the

phosphorus levels and ponds are small areas. People's practices are also different now than they were 30 years ago. We will treat onsite.

Motion was made by Clpn. Vitelli and seconded by Clpn. Iago to approve the Joint Powers Agreement with Dakota County and the Lower Mississippi Watershed Management Organization for the Thompson Lake Project and approve Dakota County to enter into a contract with Tetra Tech for City Project #17-5. All members present voted aye. Motion carried.

10. D. In-Person Information from the South Robert Street Business Association (SRSBA) – Dave Motz and John Ramsay

This year the Winter Fun Fest event will be held at Harmon Park on February 25th from 1:00 to 6:00 p.m. There is free family fun for the whole family! Get your entry form from a local business or city hall and bring it to the event. There is a drawing for the 60-inch TV and so much more going on including: DJ music, dog sled rides, ice skating, pull tabs, magic show, cupcakes, fireworks, meat raffles ... there is enough fun for the whole afternoon.

SRSBA sponsors WSP Days, Art on the Avenue, and on the 3rd week in November they'd like to hold a tree lighting event and have a community celebration. To volunteer for any of these activities contact Dave Motz at 651-457-1196 or John Ramsay at 612-860-6299 or visit their Facebook page. Council thanked Mr. Motz and Mr. Ramsay for holding these family-friendly events (often free) which are well received by the community and the City Council.

C. Approve 2017 Enterprise Fund Budgets

Finance Director Joan Carlson gave an overview. On November 28th the Council reviewed the 2017 levy, utility rates, capital plans, and the budgets for all city funds. On December 12th the Council approved the governmental funds, and capital budgets along with the final 2017 levy and utility rates. The enterprise fund budgets still need to be approved and were reviewed at this meeting: Storm Sewer, Golf Course, Ice Arena, Swimming Pool and the Dome.

Motion was made by Clpn. Vitelli and seconded by Clpn. Napier to approve the enterprise fund budgets as presented for the funds listed above and presented. All members present voted aye. Motion carried.

D. Consider Retaining Joel Carlson for 2017 Legislative Lobbying Services relating to Robert Street and Other Projects

This item is continued to the next meeting.

E. Council Report - HVAC Cleaning

Assistant City Manager Sherrie Le gave an overview. City Staff hired Techtron Engineering to conduct an air quality test on the building in October of 2016. The test results showed extremely high levels of Mold and Dust. Per recommendation of Techtron, a more detailed inspection was performed in November of 2016. The results of that test showed that there were two underlining conditions that were causing the elevated levels, one being frequent roof leaks and the other being the condition of the HVAC units and ductwork. The existing roof leaks were repaired in September to the best of their ability.

The HVAC systems have never been cleaned in this building to anyone's knowledge. City staff reached out to three different NADCA Licensed cleaning contractors: KMS Air Duct Cleaning, Advanta Clean, and Steamatic Restoration & Cleaning. KMS Air Duct Cleaning's quote was \$13,497.75, the quote was one page and non-descriptive. Advanta Clean's quote was very detailed and was for \$26,120.00 with other expenses yet to be determined. Steamatic Restoration & Cleaning's quote was extremely detailed and thorough and was for \$13,646.00.

Techtron Engineering will be performing a follow-up test upon completion of the duct cleaning. City staff will be scheduling regular tests in the future to ensure that the building maintains an acceptable air quality.

Clpn. Vitelli asked about the insulation in the ducts. Assistant City Manager Le described where insulation was present and the problem that caused. The duct work inside the building doesn't contain that insulation.

Clpn. Iago said the reports say there are extremely high levels; he wants assurance that the cleaning and goal is to get the counts lower. Assistant Manager Le said we will be retesting immediately after the work is done. However, the roof repairs are not guaranteed as all contractors stated we really need to have the roof replaced. Water will find another way in with just repairs and that has already happened, since the roof was repaired. There is a certain level of mold and dust that is acceptable. The companies that gave us bids did a thorough examination and staff feels confident the counts will be in the normal range when the cleaning is complete. After that, we will maintain with frequent testing.

Motion was made by Clpn. Napier and seconded by Clpn. Iago to approve staff recommendation and authorize Steamatic to perform the HVAC and Duct cleaning services for the amount of \$13,646.00, the quality and specified process is proposed in their quote. All members present voted aye. Motion carried.

F. Consider City Manager Separation Agreement

Mayor Halverson explained that there would be guidelines set to discuss this important consideration. Those that are watching and are present are likely aware of the recently offered resignation of our City Manager, Matt Fulton. The decision to resign was made in the face of pressure from a majority of our City council to terminate his employment. In order to avoid negativity and having a fractured Council, Mr. Fulton offered his resignation in the best interest of our staff, residents and Council. Due to irresponsible reporting, our intentions and stances have been misconstrued and it is important that each of us will be able to share our view of what

has transpired. Mayor Halverson said she has had a very strong working relationship with Manager Fulton and she continues to support the positive work he has done in our community. She is not in favor and is very concerned about the termination of his employment and doesn't understand how others, who have never worked with Mr. Fulton, can be in favor of terminating Manager Fulton. The last time our leadership (City Council) was willing to provide Manager Fulton with direction was over two years ago. It was her hope with a new Council that direction and an outline of clear goals and objectives, that reflect our constituents, be provided to Manager Fulton. Unfortunately, it seems this will not happen. Mayor Halverson said she is confident that we can, and will, work together through this and other difficult situations. We will do better for our residents as they demand and deserve better. We will stand strong together to move West St. Paul forward. The complete reading is attached to these minutes.

Clpn. Bellows said this is a difficult situation and it's never easy to be in the position to ask someone to leave a position. The separation agreement doesn't allow us to make negative comments. He explained he has worked with Mr. Fulton for two years as a Councilmember and was making his judgment based on this time. Mr. Fulton has a lot of very good qualities and skills. In Councilmember Bellows judgment, if the city is to move forward with a new Council, mayor and vision, he believes the city needs a fresh start. We have a nice Council and we need a new city manager. Because of the limitations of the separation agreement, this is what he has to say at this time. His strong belief is that people come to this position on the Council, not because there is a benefit, but with a view towards public service and to do something positive for the City.

Clpn. Vitelli has struggled with this decision and spent a lot of time at the computer writing his thoughts and rewriting. He apologized to the residents for not doing his best these last two years. He thinks the Council failed the City and Mr. Fulton as we never unified under the direction of Mayor Meisinger. Mayor Meisinger made it difficult for us to function as a productive Council. He said he came to this position to kill the Robert Street project and to fire Manager Fulton. How can you expect a manager to be successful if you don't give him direction? The manager is given the charge to run the city and carry out the vision of the Council. The Council never gave him a vision. Our City has a bit of a reputation for going through city managers. In 1989 Clpn. Vitelli took office and in that 20 years we've had eight different city managers; six he has worked with and gotten to know well. Matt Fulton was the best manager Clpn. Vitelli had ever worked with and he has a lot of experience. He was extremely disappointed that after the election Clpns. Bellows and Iago went to Manager Fulton and asked him not once, but twice to resign. Clpns. Napier, Halverson and I had no idea of this until afterwards. Clpn. Vitelli stated he met with newly elected official Anthony Fernandez and Bob Pace and begged them to work with Mr. Fulton and give him a fair chance. Both of them said no. Clpn. Vitelli said he was extremely disappointed and he apologized again to the residents and Manager Matt Fulton. He hopes we can move the City forward. He has family here and he wants to see the City move forward.

Clpn. Iago thanked citizens who emailed him. It's never a pleasant experience under any circumstance to let an employee go. Like Clpn. Bellows he has history with the City Manager (Fulton). We are bound by the separation agreement that prohibits us from saying much. We take this issue very seriously and I evaluate everything. This is a very unfortunate situation. I envision

our City starting with a new Mayor and two new Councilmembers; we need to move forward collectively.

Clpn. Pace said he has learned over the last few months that we have a very talented staff in West St. Paul. He believes that in the coming months and years the residents will see that this was the best decision. He hopes we can move positively forward. For those individuals that sent threatening emails and phone calls he finds them childish and disrespectful. Any further threatening calls or emails will be forwarded to the attorney. We need to move forward and you will see that this was the best move for our city.

Clpn. Fernandez asked Attorney Land if she thought the Council was upholding the intent of item #15 in the separation agreement. "Both the Employee and the City, its employees, consultants, agents, Council members acknowledge and agree that they will end the employment relationship in a mutually respectful manner, without making acrimonious statements or disparaging comments about the other now or in the future. The Employer, its employees, consultants, agents, and Council members will not contact or respond to potential future employers or inquiries from the media regarding future employment to provide written or verbal opinions or statements regarding the Employee without the express consent of the Employee." Attorney Land said she has heard honest comments and believes Council is staying within the parameters of the contract. Clpn. Fernandez said due to #15, as outlined above, he had no comment.

Clpn. Napier said he is very disappointed and he has said that at past meetings. We never had a Roles and Responsibilities meeting, and we need to hold that meeting, so that everyone here and staff knows what their role is. Several years ago we started strategic planning and laid out five priorities and began implementing them with staff and Council. We were successful early on and this is what Council needed to know. He credits Mr. Fulton in getting this done and getting the work done. Several outcomes were completed. What's frustrating now is that we were on a path to complete all the priorities but they stopped. He does not have anything bad to say about Mr. Fulton. He is very disappointed that we are letting go a very qualified person. Now we search for a new manager who is qualified. It is disappointing. Clpn. Napier said he has responded to all those that contacted him. He also looks forward to working hard and moving forward.

Mayor Halverson opened the meeting to receive public comment at 7:36 p.m.:

Hillery Shay said as you move forward with your decision make sure there is plan in place that creates a nice environment for the next person. Maybe have a performance improvement plan in place as well. The framework is important so that people know what is expected of them. There needs to be a structure and clear goals.

Jay DeLaRosby said he doesn't know Manager Fulton personally but he has been an observer of the Council and it's been quite an adventure. He said professional ethics for city managers requires them to be on their job for a minimum of three years and Mr. Fulton has been here for 3 ½ years. This gives a manager enough time to learn their job (and community). Mr. Fulton was here to move West St. Paul forward and it's surprising to find that with the election of two new members this termination would be done. It's hard to see the money that will be paid to Mr.

Fulton and then to have to search for the new person. Please work with Mr. Fulton for a short time.

Kevin Hendricks said he is frustrated that we haven't heard anything other than a fresh start. How does that happen when you have to find a new person and you don't have a full team? We will lose a lot of time and there hasn't been any information on this person other than good. He either met his job requirements or he didn't. If he didn't then he should lose his job. If you want a fresh start let's not kick this person out and start over, let's work together.

Matthew Schempp said he attended the December 12 Council meeting and at that time Mayor Meisinger said the Council had reviewed Mr. Fulton's job performance and he looked forward to seeing Fulton's work in the days to come. The two new Councilmembers can only be making a decision based on what someone else told them. He urged the Council to reject the resignation and work together and move forward. We will lose money by having a search and paying off Mr. Fulton.

The public comment session closed at 7:44 p.m.

Motion was made by Clpn. Bellows and seconded by Clpn. Fernandez to accept the separation agreement for City Manager Matt Fulton as presented. Councilmembers Bellows, Fernandez, Iago and Pace voted aye. Clpns. Vitelli and Napier and Mayor Halverson voted nay. Motion carried.

13. Old Business

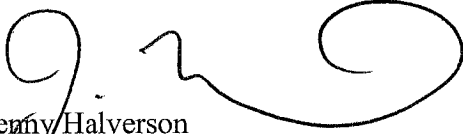
A. Appointment to SMFD Fire Board

Mayor Halverson explained appointment to the Fire Board had been continued for a couple of meetings. Clpn. Iago explained it would be nice to have someone fill the position that has experience. Clpn. Iago further said he would not ask for reappointment when his term ended next March. That will leave a vacancy next year. With the departure of Councilmember Armon from the City Council, a vacancy resulted on the South Metro Fire Department Board now. Clpns. Bellows and Napier are interested in the Board vacancy. Assistant City Manager Sherrie Le distributed a vote ballot with both Councilmembers Bellows and Napier. All Councilmembers voted by ballot and returned them to the City Clerk. Ballots were tallied: four votes for Clpn. Bellows and two votes for Clpn. Napier. Clpn. Iago said he would resign next March when his term on the SMFD Board expires.

Motion was made by Clpn. Iago and seconded by Clpn. Fernandez to approve appointment of Clpn. Bellows to serve on the South Metro Fire Department Board until December 31, 2018. All members present voted aye. Motion carried.

14. Adjourn

Motion was made by Clpn. Bellows and seconded by Clpn. Fernandez to adjourn the meeting at 7:50 p.m. All members present voted aye. Motion carried.



Jenny Halverson
Mayor
City of West St. Paul

Those of you in attendance or watching this broadcast are likely aware of the recently offered resignation of our City Manager, Matt Fulton. The decision to resign was made in the face of pressure from a majority on our Council to terminate our City Manager. In order to avoid negative publicity, to avoid having a fractured Council and to allow us our greatest opportunity to achieve our potential, the City Manager agreed that offering his resignation would be in the best interests of our residents, staff, Mayor and Council.

Unfortunately, due to inaccurate and irresponsible reporting, our intentions and our stances have been publicly misrepresented. We have received numerous calls, emails and messages questioning what appeared to be our decision to ask Mr. Fulton to resign. In light of this poor reporting, it is important that we each have an opportunity to share our view of what has transpired and also share our position regarding this action. It is critical that our residents know where we stand on this important issue.

I have had a strong working relationship with our City Manager and I continue to support the positive work he has done in our community. I understand that this is my view of his work, but I question the wisdom of anyone terminating someone with whom they have never worked as Mayor or Council. To base such a weighty decision on hearsay alone causes me great concern. Again, we will all have our chance to speak, but this is my view of where we are today.

The last time our leadership was willing to collectively provide our City Manager with direction was over 2 years ago - and he has abided by that directive. This move will cost us time and a significant amount of taxpayer money. My hope was that we could accept responsibility for doing our job of creating policy for our City, that we could meet as Mayor and Council to outline clear goals and objectives that reflect the goals and objectives of our constituents, and we could provide that clear direction to our City Manager. If our directives were not followed, then termination or a request for resignation would be easily justified. We have not yet had that opportunity. In fact, the notices for a Special Meeting to vote on Matt Fulton's termination were delivered to us on the evening we were sworn less than a week ago.

Our Councilmembers have their reasons for pursuing this course of action and it is for that reason that I feel it is important that we each have our chance to speak to that now. This will not be a debate or a series of personal attacks, but rather a chance to share your view of this - until now - poorly characterized event. Let us remember that this is not a hearing for Mr. Fulton and he is not here to defend himself. We must be careful in what we share and also not turn this into an outflow of accusations against the City Manager. Having said all of this, you will have one opportunity to speak and then I will allow for a limited amount of public testimony, governed by these same rules, given what has become the public nature of this item. I will then look for a motion, we will vote and then we will move on.

We will move on with tonight's meeting and we will move on with the important work that lies ahead of us for the next 2 years. I know there are some not at this table, but out there who are giddy at the prospect of creating chaos and slowing down our momentum to create positive change in West St. Paul. That will not happen. I am confident that each of us understands and will act upon the oath to which we swore less than a week ago - that we will always act not in our own self-interest, but rather in the best interests of the public at all times. I am confident that we can and will work together through this and other difficult situations that will arise. I am confident that no matter the outcome here tonight, this will not stand in our way. We will do

better than that. Our residents demand and deserve better. We will stand strong together to move West St. Paul forward.

On Motion of Bellows

Seconded by Fernandez

RESOLUTION NO. 17- 02

RESOLUTION ACCEPTING DONATIONS TO THE CITY

WHEREAS, the below listed individuals/organizations have donated funds to the City;

WHEREAS, the donors have indicated a particular use for their funds;

WHEREAS, the Mayor and City Council acknowledges these individuals and organizations generosity and extends their appreciation to them for their consideration and generous donations;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council accepts these donations on behalf of the City of West St. Paul and authorizes City staff to expend these funds in the manner described therein.

Forever Pets, James Mina – \$4,000 to the police department's K-9 program;

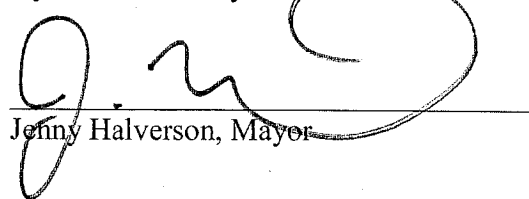
Target –\$500 towards police community outreach programs; and

Farmers Insurance Group, Gary Burns - \$100 towards police community outreach efforts.

Adopted by the City Council of the City of West St. Paul this 9th day of January, 2017.

Ayes: 6

Nays: 0



Jenny Halverson, Mayor

Attest: 

Chantal Doriott, City Clerk

RESOLUTION NO. 17-03

**A RESOLUTION APPROVING THE APPLICATION OF THE
CITY OF WEST SAINT PAUL FOR FISCAL YEAR 2017
DAKOTA COUNTY COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) FUNDING**

WHEREAS, the City of West Saint Paul is a participating jurisdiction with the Dakota County CDBG Entitlement Program for Fiscal Year 2017 (ending June 30, 2018); and

WHEREAS, the Dakota County CDA is a Subgrantee of Dakota County for the administration of the CDBG Program; and

WHEREAS, the Dakota County CDA has requested FY2017 CDBG applications to be submitted by January 20, 2017 based on a district formula allocation of funds approved in the Annual Action Plan.

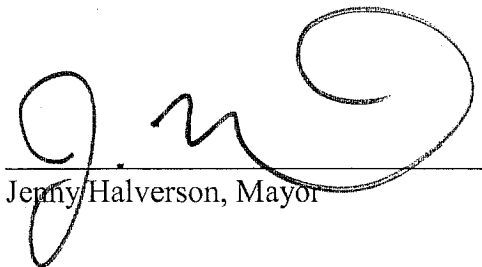
NOW, THEREFORE, BE IT RESOLVED that the City of West Saint Paul hereby approves the following:

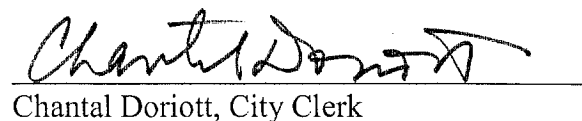
1. The Fiscal Year 2017 CDBG application is approved for submission to the Dakota County CDA.
2. The Mayor and Deputy City Clerk for the City of West Saint Paul is authorized to execute the application and all agreements and documents related to receiving and using the awarded CDBG funds.
3. The Dakota County CDA is designated as the administrative entity to carry out the CDBG program on behalf of the City of West Saint Paul, subject to future Subrecipient Agreements that may be required for specific CDBG-funded activities.

Passed by the City Council of the City of West St. Paul this 9th day of January, 2017.

Ayes: 6 Nays: 0

Attest:



Jenny Halverson, Mayor

Chantal Doriott, City Clerk

CITY OF WEST ST. PAUL

RESOLUTION NO. 17-04

**RESOLUTION APPROVING A COMPREHENSIVE PLAN
AMENDMENT TO AMEND THE PROPOSED
LAND USE PLAN MAP FOR 260
MARIE AVE E.**

WHEREAS, the City is proposing to amend the Proposed Land Use Plan Map within the Comprehensive Plan as a result of the Council recently approving the rezoning of the property in order to develop a new multi-family apartment building on the property (reclassifying the property from "Industrial" to "Multiple Family").

WHEREAS, the West St. Paul Planning Commission held a public hearing to approve said amendment of the Comprehensive Plan on December 20, 2016; and

WHEREAS the Planning Commission found that the said amendment is consistent with the West St. Paul Comprehensive Plan and other relevant City policies; and

WHEREAS, the City Council of the City of West St. Paul is the official governing body of the City of West St. Paul; and

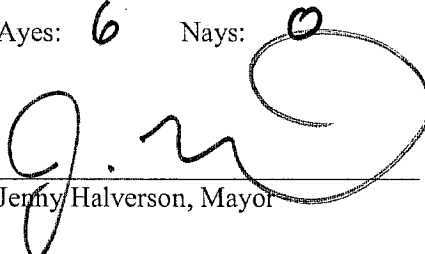
WHEREAS, the West St. Paul City Council held a public hearing on the Comprehensive Plan Amendment on January 9, 2017 and found it to be in the best interests of the City; and

WHEREAS, the Comprehensive Plan Amendment is subject to review and approval of the Metropolitan Council, as set in Minnesota Statutes, Section 473.864;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WEST ST. PAUL, MINNESOTA, that the City Council hereby approves the Amendment to the West St. Paul Comprehensive Plan subject to approval of the Metropolitan Council.

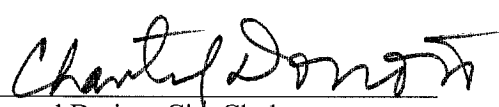
Adopted by the City Council of the City of West St. Paul on January 9, 2017.

Ayes: 6 Nays: 0



Jenny Halverson, Mayor

Attest:

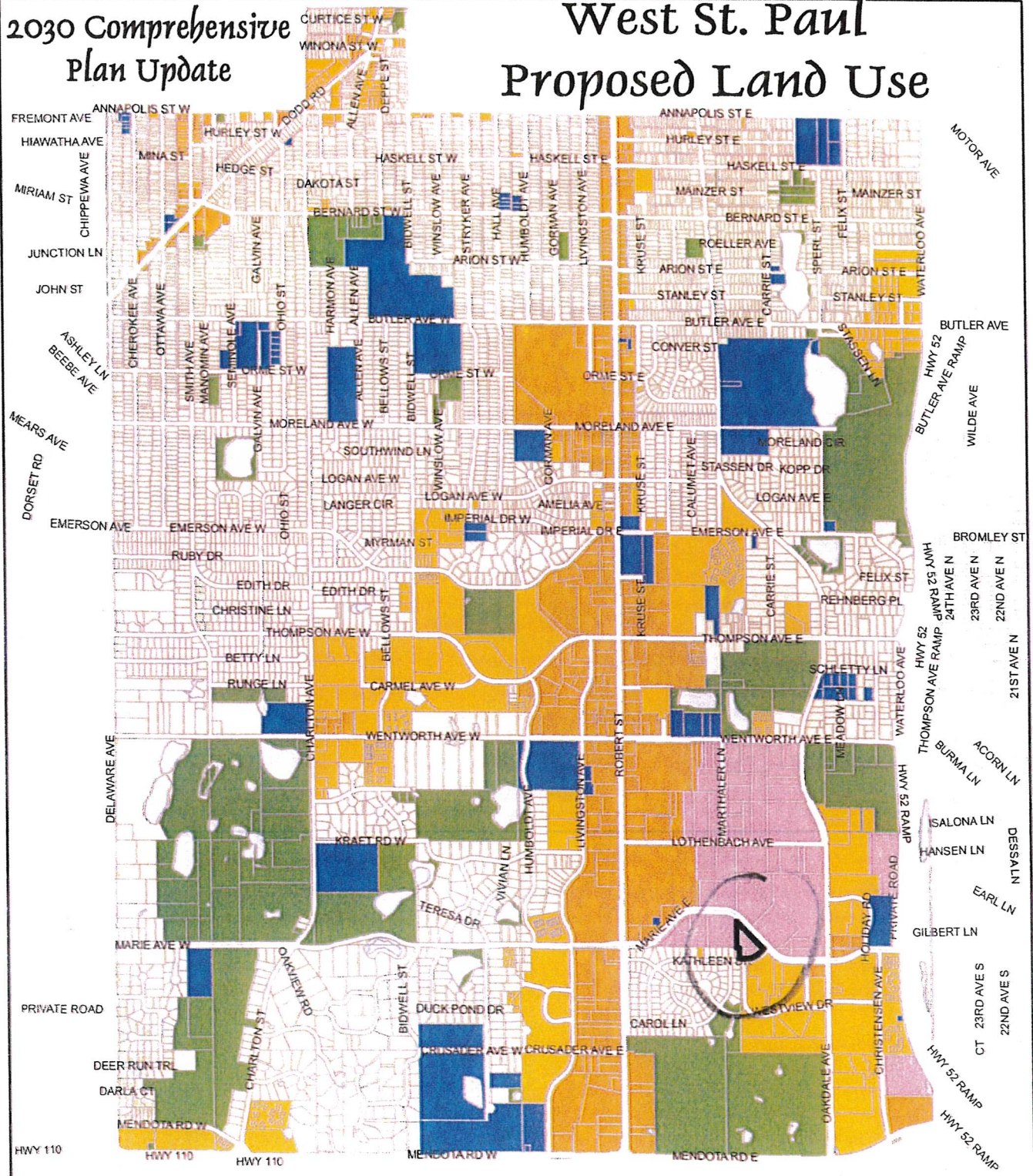


Chantal Doriott, City Clerk

"EXISTING"

2030 Comprehensive Plan Update

West St. Paul Proposed Land Use



LEGEND

- | | |
|---------------|----------------------|
| SINGLE FAMILY | INDUSTRIAL |
| MULTI-FAMILY | PARKS AND RECREATION |
| MIXED USE | PUBLIC / SEMIPUBLIC |
| COMMERCIAL | WATER |

0 0.25 0.5 1
Miles

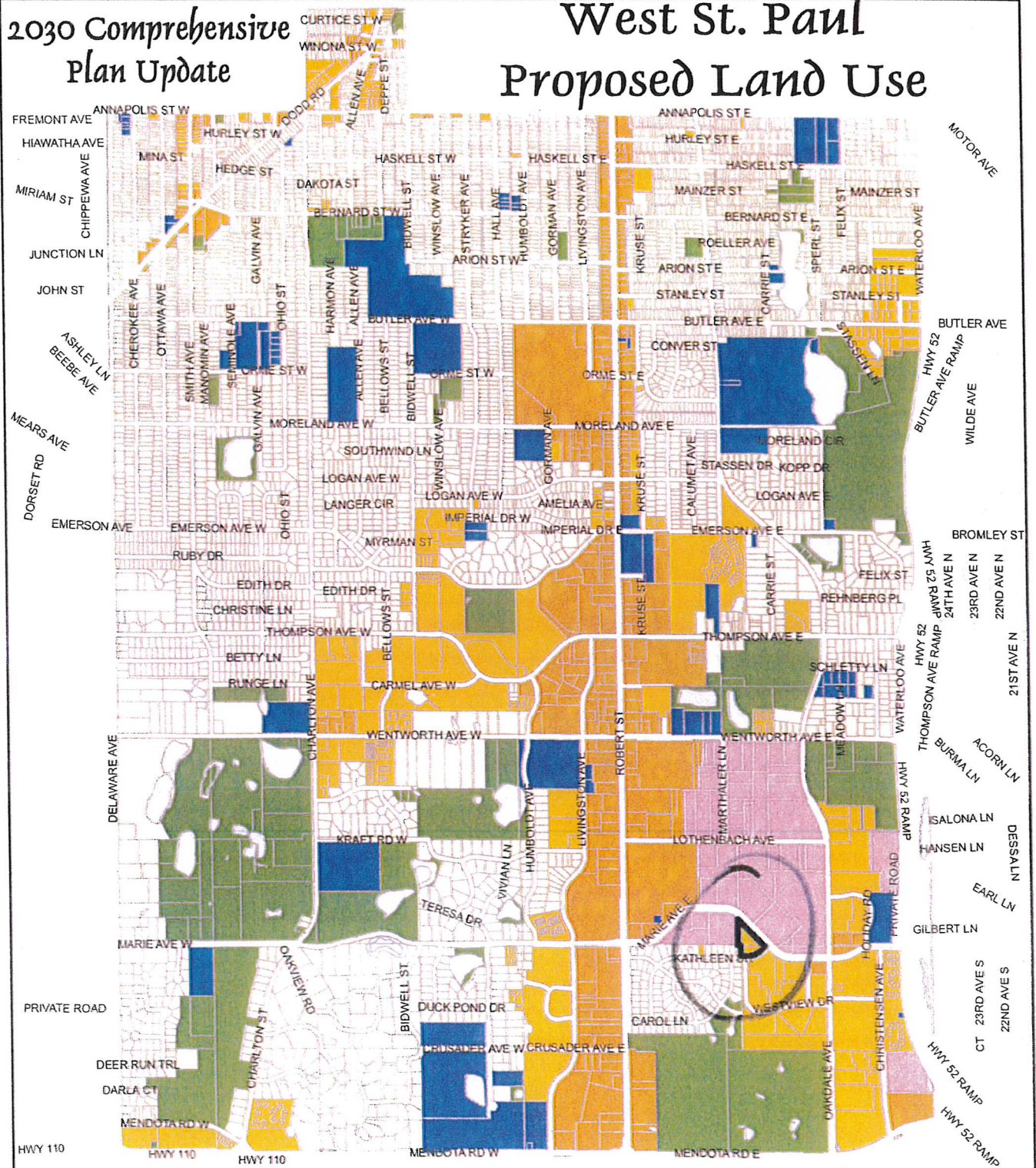


Source: Dakota County Parcels Map









"PROPOSED"

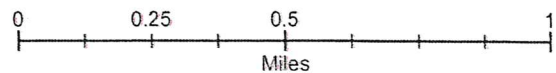
2030 Comprehensive Plan Update

West St. Paul Proposed Land Use



LEGEND

	SINGLE FAMILY		INDUSTRIAL
	MULTI-FAMILY		PARKS AND RECREATION
	MIXED USE		PUBLIC / SEMIPUBLIC
	COMMERCIAL		WATER



Source: Dakota County Parcels Map

On Motion of **Vitelli**

Seconded by **Bellows**

RESOLUTION NO. 17-05

RESOLUTION APPROVING SPONSORING AGENCY AGREEMENT BETWEEN MINNESOTA TASK FORCE ONE URBAN SEARCH AND RESCUE TEAM AND CITY OF WEST ST. PAUL

WHEREAS, the Council supports efforts to be better prepared for any potential disasters/emergencies in the City and Dakota County; and

WHEREAS, West St. Paul is a member of the Dakota County Domestic Preparedness Committee joint powers entity that supports the Dakota County Special Operations Team that provides response capabilities in the event of structural collapses and other technical rescues in Dakota County and through an approval process to other neighboring communities; and

WHEREAS, the Dakota County Special Operations Team is one of five teams identified by the State of Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management (MN HSEM) to host a structural collapse team to respond to structural collapses and other technical rescues along with the Cities of Minneapolis, St. Paul, Edina and Rochester and partially supported by HSEM to develop an equipment cache and roster trained personnel able to respond in the event of structural collapses and other technical rescues; and

WHEREAS, MN HSEM has required the formalization of the Minnesota Structural Collapse/Technical Rescue MN-TF1 Organization (MN-TF1) joint powers entity in order to streamline funding, ensure better coordination of training and equipment purchases and to enable the State to designate the members of the MN-TF1 as a Specialized Emergency Response Team under MN Stat. Sec. 12.351 to provide liability and workers' compensation coverage during a State activation.

WHEREAS, on July 9, 2012 the City Council authorized the execution of an agreement with the Minnesota Task Force One organization for the City of West St. Paul's participation in the program; and

WHEREAS, the original agreement has been amended to allow the participation of the five charter teams of the Minnesota Task Force One program; and

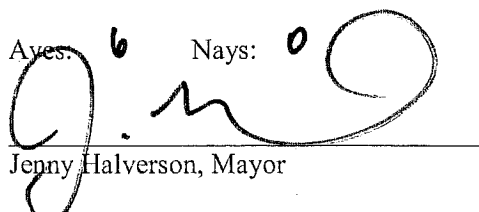
WHEREAS, the City Council desires to maintain or have the ability of City of West St. Paul personnel to participate on the Minnesota Task Force One Urban Search and Rescue Team through a Sponsoring Agency Agreement with the Minnesota Task Force One Urban Search and Rescue Team that takes the place of the City's previous participation in the Joint Powers Agreement for Minnesota Task Force One.

NOW, THEREFORE, BE IT RESOLVED the City Council approves executing the Sponsoring Agency Agreement between Minnesota Task Force One Urban Search and Rescue Team and the City of West St. Paul.

Adopted by the City Council of the City of West St. Paul this 9th day of January, 2017.

Ayes: **6**

Nays: **0**


Jenny Halverson, Mayor

Attest:


Chantal Doriott, City Clerk

**Joint Powers Agreement
For
Minnesota Task Force One
Urban Search and Rescue Team**

This Joint Powers Agreement ("Agreement") is by and among the Cities of Minneapolis, St. Paul, Rochester, Edina, and the County of Dakota, all political subdivisions under the laws of the State of Minnesota (collectively referred as Participants). This Agreement supersedes all prior Joint Powers Agreements for Minnesota Task Force One by the same group of municipal corporations and the County of Dakota. This Agreement is made pursuant to the authority conferred upon the Participants by Minn. Stat. §471.59. The Participants to this Agreement are all "governmental units" as defined by Minnesota Statute §471.59, Subdivision 1.

1.0 GENERAL PURPOSE.

The purpose of this Agreement is to establish the Minnesota Task Force One Urban Search and Rescue Team for the purpose of establishing, training, equipping, maintaining and deploying Minnesota Task Force One to incidents inside and outside the State of Minnesota as may be requested by a local agency or other unit of government pursuant to Minnesota Statute §§12.33, 12.331, 12.351, 192.89, or 192.91.

2.0 DEFINITIONS.

In addition to the standard definitions found in the National Incident Management System (2008 and as amended from time to time), the following definitions apply to this Agreement.

2.1 **"Minnesota Task Force One Urban Search and Rescue Team** (referred to herein as 'MN-TF1') – The collective resources of Minneapolis, St. Paul, Edina, Rochester and the County of Dakota, governed by a Board of Directors as described herein, who provide response to incident activities pursuant to this Agreement.

2.3 **"Team Member"** – A trained and qualified person, as designated and approved by the Board, who is employed by, contracted to, or volunteering with a Participant or a Sponsoring Agency approved by the Board, as described below, who is or may be available to be activated to support incident response activities pursuant to this Agreement.

2.4 **"Board"** – The Board of Directors of MN-TF1 established by this Agreement.

2.5 **"Director"** – A member of the Board of Directors, or as other qualified as defined under this Agreement, who is employed by, contracted to, or volunteering with the Cities of Minneapolis, St. Paul, Edina, and Rochester, or Dakota County and is appointed by them to serve on the Board of Directors.

2.6 **"Participant"** – Any governmental unit as defined by Minnesota Statute §471.59, Subdivision 1, which is a signatory to this Agreement, including: the Cities of Minneapolis, St. Paul, Rochester, Edina, and the County of Dakota.

2.7 **"Sponsoring Agency"** – Any agency, not a party to this Agreement, that allows one or more of its employees, contractors or volunteers to be a Team Member. All requests to become a Sponsoring Agency shall be reviewed and either accepted or denied by the Board. If approved, the new agency shall sign the 'Sponsoring Agency Agreement' attached hereto as Addendum A. All Sponsoring Agencies must execute the Sponsoring Agency Agreement and comply with all of the obligations imposed upon a Sponsoring Agency by that Agreement and this Joint Powers Agreement.

2.8 **"Program Manager's Group (PMG)"** – A working group advisory to the Board that provides recommendations on all aspects of the team, including, but not limited to: planning, operations, training, logistics, administration and finance. At least one, but no more than two representatives shall be appointed to the PMG by the Director of their respective agency and shall have taken the FEMA equivalent Structural Collapse Technician Training, and all other applicable pre-requisite training as determined by the Board.

2.9 **"Task Force Administrator"** - An employee of a Participant who meets the qualifications as established by the Board, selected by the Board, serves at the direction of the Board, and performs executive duties assigned by the Board. MN-TF1 shall reimburse the Participant for the time and expenses incurred by the Participant for providing an employee to perform the duties of Administrator up to a maximum amount determined by action of the Board. A person serving in the role of Administrator remains an employee of the Participant and is not an employee of MN-TF1.

3.0 PARTICIPANTS.

3.1 **Status:** No change in governmental boundaries, structure, organizational status or character shall affect the eligibility of any Participant to be represented on the Board as long as such Participant continues to exist as a separate political subdivision.

3.2 **Right to Withhold Assets:** A Participant or Sponsoring Agency may decline some or all requested asset deployments if conditions within the borders of the Participant or Sponsoring Agency require retention of assets.

3.3 **Responsibility for Employees:** All persons engaged in the work to be performed on behalf of a Participant or Sponsoring Agency under this Agreement are not employees of any other Participant or Sponsoring Agency for any purpose, including worker's compensation and other claims that may or might arise out of the employment context on behalf of the employees. A Participant or Sponsoring Agency shall not be responsible for the acts or omissions of another Participant's or Sponsoring Agency's employees or agents while engaged in any of the work performed under this Agreement. Each Participant and Sponsoring Agency is responsible for injuries to or death of its own employees and agents while performing work under this Agreement. Each Participant and Sponsoring Agency will maintain workers' compensation

insurance or self-insurance coverage, covering its own employees while they are providing services under this Agreement. Each Participant and Sponsoring Agency waives the right to bring legal action against any other Participant or Sponsoring Agency for any workers' compensation benefits paid to its own employees or volunteers or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Participant or Sponsoring Agency or their respective officers, employees, or volunteers. Should any portion of this section conflict with the provisions of the laws under which MN-TF1 is activated, the terms of the applicable laws will control.

3.4 Emergency Management Assistance Compact EMAC: Any Participant or Sponsoring Agency with employees or volunteers engaged as a member of MN-TF1 and deployed as part of an EMAC request are afforded all the protections and coverage as stated in Minn. Stat. §192.89, and retains all stated protections and coverage while engaged as part of an EMAC request.

3.5 State Specialized Emergency Response Team Activation: Any Participant or Sponsoring Agency with employees or volunteers engaged as a member of MN-TF1 and activated by the state director of Homeland Security and Emergency Management as a Specialized Emergency Response Team are afforded all the protections and coverage as stated in Minn. Stat. §12.351, and retains all stated protections and coverage while deployed as part of this activation.

4.0 BOARD OF DIRECTORS.

4.1 Directors. MN-TF1 shall be governed by a Board of Directors which consists of seven Directors including one Director from each of Minneapolis, St. Paul, Edina, Rochester and Dakota County, one Director representing all of the Dakota County cities participating as Sponsoring Agencies, and one Director representing all other Sponsoring Agencies. Any Director may designate a member of his/her agency or group of agencies to attend a meeting of the Board. The Dakota County cities participating as Sponsoring Agencies shall collectively select one representative to serve as the Director for the Dakota County cities and notify the chair of the Board of the person selected. Similarly, all other Sponsoring Agencies shall collectively select one representative to serve as the Director for all Sponsoring Agencies not located within Dakota County and notify the chair of the Board of the person selected.

4.2 Compensation. Directors shall serve without compensation from the MN-TF1 or the Board. This shall not prevent a Participant or Sponsoring Agency from providing compensation to a Director for serving on the Board.

4.3 Director Term. Each Director appointed by a Participant or Sponsoring Agency group shall serve until replaced, or until the Director ceases to be an employee or volunteer of the appointing entity.

5.0 VOTING/QUORUM

5.1 Voting. The Board Chair shall be notified in writing in advance of each meeting of an alternate representative from a Participant or Sponsoring Agency group, if that alternative representative is to have voting authority at the meeting.

5.1 Quorum. A majority of all of the Directors (4) shall constitute a quorum. A simple majority vote of the Directors present at a meeting with a valid quorum shall be required for the Board to take action, unless otherwise provided in this Agreement or by law.

6.0 BOARD OFFICERS AND ELECTIONS

6.1 Officers. The officers of the Board shall be a Chair and Vice-Chair.

6.2 Elections. At its first meeting, the Board shall elect a Chair and Vice-Chair. Each officer will serve a two-year term, ending on December 31. Officers elected to partial or unexpired terms shall serve out the partial term but must then stand for election with the other officers for the following term.

6.3 Vacancies. An officer shall be elected in the same manner as above to fill out an unexpired term of any office which becomes vacant.

6.4 Other Officers. The Board may elect or appoint such other officers as it deems necessary to conduct its meetings and affairs.

7.0 MEETINGS.

7.1 Annual Meeting. The Board shall meet at least annually, with the date as determined by the Board Chair after consulting with the other Directors.

7.2 Call. Meetings of the Board may be called by the Chair or upon the request of any four Directors. Directors shall receive at least three day's notice of all meetings

7.3 Open Meeting/Data Practices. The MN-TF1 shall comply with data practices and open meeting laws which are applicable to the Participants and Sponsoring Agencies.

8.0 POWERS OF THE BOARD.

The powers of the Board include, but are not limited to, those enumerated in this section.

8.1 Program Managers Group. The PMG shall provide recommendations and assist the Board in the response, training and equipping, and deployment and recovery of MN-TF1 assets, as stipulated below.

8.1.1 Response. Prepare, adopt, and implement a plan to provide MN-TF1 response according to the terms and conditions herein.

8.1.2 Training and Equipping. Establish standard procedures, as well as train, equip, maintain, and govern the day-to-day organization and operation of MN-TF1.

8.1.3 Deployment and Recovery. Provide for the deployment and recovery of MN-TF1 assets to incidents as may be requested by other governmental units, or other established procedures, approved verbally or by proxy, by the Board.

8.1.4 Purchasing. Purchase apparatus, equipment, protective gear and goods and services, as established herein, as necessary for the performance of MN-TF1.

8.2 Budget. The Board shall approve an annual budget for MN-TF1.

8.3 Insurance. The Board may contract for or purchase such insurance as the Board deems necessary for the protection of the Board, Participants, Sponsoring Agencies and its property. At a minimum the Board shall maintain liability coverage for the actions of the Board with a limit of coverage equal to or greater than the liability limits under Minn. Stat. Ch. 466. The Board shall also obtain tail coverage following termination of the Agreement to cover the statute of limitations period during which a claim could be made against the Board. Any insurance obtained shall name each Participant and Sponsoring Agency as a covered party.

8.4 Contracts, Consultants, Expenses and Expenditures. The Board may make contracts, employ consultants, incur expenses and make expenditures necessary and incidental to the effectuation of its purposes and powers.

8.5 Audits. The Board shall cause to be made an annual audit of the books and accounts of the Board and shall make and file a report to the Participants and Sponsoring Agencies at least once each year. Strict accountability of all funds and report of all receipts and disbursements shall be made.

8.6 Committees. The Board may appoint such committees as it deems necessary to exercise the powers of the Board in accordance with by-laws adopted by the Board and as allowed by law.

8.7 Lawful Powers and By-Laws. The Board may exercise all other lawful powers necessary and incidental to the implementation of the purposes and powers set forth herein, including, without limitation, the adoption of by-laws to govern the functioning of the Board, provided that no by-law or action of the Board shall be contrary to the terms of this Agreement.

9.0 FINANCE.

9.1 No Bonding Authority. The joint powers board created by this Agreement is not authorized and does not possess the power to issue bonds or obligations pursuant to Minn. Stat. § 471.59, subd. 11.

9.2 Funding. MN-TF1 is funded through Federal and State appropriations. Participants and Sponsoring Agencies are not obligated under this Agreement to fund MN-TF1 in any other fashion without an amendment to this Agreement as described herein. MN-TF1 may

accept funds, services and goods from non-governmental agencies, specifically for the non-profit operation of MN-TF1.

9.3 Internal Audits. The Board's books, reports and records shall be available for and open to inspection by its Participants and Sponsoring Agencies at all reasonable times, but shall be subject to review at least annually, as stipulated above.

9.4 External Audits. The Board's records shall be available for inspection by the public pursuant to Minnesota Statutes, Chapter 13.

9.5 Disbursements. MN-TF1 may make disbursements from public funds to carry out the purposes of this agreement.

9.6 Fiscal Agent. The Board shall designate one Participant, with that Party's consent, to serve as the Fiscal Agent for MN-TF1. Funds may be disbursed by that Fiscal Agent, provided the method of disbursement shall agree as far as practicable with the method provided by law for the disbursement of funds by the parties to the Agreement.

9.7 Purchasing. Contracts let and purchases made under this Agreement shall conform to the requirements applicable to contracts and purchases of the Fiscal Agent.

9.8 Accountability. The Fiscal Agent shall maintain accountability of all funds and report on all receipts and disbursements.

9.9 Distribution of Property.

In the event any Participant withdraws from this Agreement as provided for herein or by law, any property acquired by the withdrawing Participant that was purchased by the Fiscal Agent of MN-TF1 after July 1, 2015 will be returned to MN-TF1 and distributed to the remaining Participants based on the decisions of the Board of Directors. In the event of Termination of the Agreement as provided for herein or by law, any property acquired as the result of such joint or cooperative exercise of powers after July 1, 2015 shall remain the property of the Participant to which the Board of Directors has assigned the property. Participants agree to follow any applicable grant or other contractual obligations, or, if none, pursuant to Participants property disposal procedures after termination of this Agreement. Any surplus money shall be distributed on a pro rata basis to the Participants. Property acquired by Participants and Sponsoring Agencies prior to participating in MN-TF1 shall remain the property of the Participant or Sponsoring Agency.

10.0 INDEMNIFICATION.

The Board shall defend, indemnify and hold harmless the Participants and Sponsoring Agencies and any Team Members against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board. This agreement to indemnify and hold harmless does not constitute a waiver by any Participant or Sponsoring Agency of the limitations on liability provided under Minnesota Statutes, Chapter 466 or §3.736 or a waiver of any available immunities or defenses. To the fullest extent permitted by law, actions by the Participants and Sponsoring Agencies pursuant to this Agreement are intended to be and shall

be construed as a "cooperative activity," and it is the intent of the Participants and Sponsoring Agencies that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, §471.59, subd. 1a(a); provided further that for purposes of that statute, each Participant and Sponsoring Agency expressly declines responsibility for the acts or omissions of any other Participant, Sponsoring Agency and Team Member from another Participant or Sponsoring Agency.

Any excess or uninsured liability shall be borne equally by each Participant, excluding the liability of any individual officer, employee, or agent which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee or volunteer of any member for any act or omission for which the officer, employee or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

11.0 EXECUTION, DURATION AND AUTO-CONTINUATION

11.1 Execution. This Agreement shall be considered in effect and executed on the last date of signature from all of the (five) Participants

11.2 Duration. This Agreement shall remain in full force and effect for 10 years from the date of execution.

11.3 Auto-Continuation. If not specifically amended, this Agreement will automatically renew for additional one-year terms until amended or terminated by the Participants.

12.0 RECORDKEEPING AND FILING.

12.1 Joint Powers Agreement. The signed Agreement, along with a certified copy of the resolution authorizing the Agreement, shall be filed with the Office of the Commissioner of the Minnesota Department of Public Safety.

12.2 Standard Record Keeping and Filing. All official records of MN-TF1 shall be kept and maintained by the designated Fiscal Agent for retention and auditing as described herein.

13.0 AMENDMENTS.

This Agreement may be amended only by the unanimous agreement of all the (five) Participants, acting by and through their governing bodies.

14.0 WITHDRAWAL, CONTINUING ORGANIZATION AND TERMINATION.

14.1 Withdrawal Notification. Any Participant shall have the right to withdraw from this Agreement (MN-TF1) in the following manner:

14.1.1 Notice. Notice of intent to withdraw shall be given in writing to the Chair of the Board, declaring intent to withdraw from MN-TF1, effective on a specified date which shall not be less than ninety (90) days from the date of notice, and shall be hand-delivered or sent certified mail such that the Chair of the Board receives said notice not less than ninety (90) days before the effective date with withdrawal.

14.1.2 Approval. Upon receipt of the notice of withdrawal, the Chair of the Board shall call a meeting as provided in Section 7 of this Agreement for the purpose of reviewing the impact of a Participant withdrawal on MN-TF1.

14.2 Continuing Organization. Notwithstanding the Participant's authority to withdraw, this Agreement and MN-TF1 shall continue in force until all remaining Participants mutually agree to terminate this Agreement.

14.3 Termination. The Office of the Commissioner of the Minnesota Department of Public Safety shall be notified in writing, not less than ninety (90) days from the effective date of termination of this Agreement. The Board shall continue to exist for the limited purpose of settling its affairs, disposing of its property and surplus monies, and discharging any debts, liabilities or other obligations of MN-TF1 that require formal severance.

15.0 CAPTIONS.

The captions of this Agreement are for convenience and reference only; they in no way define, limit, or describe the scope or intent of this Agreement.

16.0 SEVERABILITY.

The provisions of this Agreement are severable. If any section, paragraph, subdivision, sentence, clause, or phrase of the Agreement is held to be contrary to law, rule, or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

17.0 COUNTERPARTS.

This Agreement shall not be executed in any number of counterparts, without express approval by the Board under established Amendment procedures herein. Unless specifically delegated, the Chair of the Board shall maintain copies of the document to and ensure its availability to all Participants.

18.0 CONSTRUCTION.

Each provision of this Agreement has been reviewed and negotiated, and represents the combined work product of all Participants hereto. No presumption or other rules of construction that would interpret the provisions of this Agreement in favor of, or against each Participant preparing the same, shall be applicable in connection with the construction or interpretation of any of the provision of this Agreement.

19.0 GOVERNING LAW.

This Agreement and the rights of the Participants and Sponsoring Agencies shall be governed by and construed in accordance with the laws of the State of Minnesota.

20.0 ENTIRE AGREEMENT.

The entire agreement between the Participants hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF - the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statute 471.59.



ADDENDUM A

Sponsoring Agency Agreement
between
Minnesota Task Force One
Urban Search and Rescue Team
And
*

For
Minnesota Task Force One Urban Search and Rescue Team
Participation

The parties to this Agreement are the Minnesota Task Force One Urban Search and Rescue Team, a joint powers entity of municipal corporations within the State of Minnesota (referred to herein as 'MN-TF1') and _____*, a
** _____ of the State of Minnesota (referred to herein as 'Sponsoring Agency').

1. Purpose. The purpose of this agreement is to enable the Sponsoring Agency to assign one or more of its employees or volunteers as a Team Member to MN-TF1 and to enable the MN-TF1 to accept such employees and volunteers as participants, on the terms and conditions stated herein. Team Members, for purposes of this Agreement, includes firefighters, licensed peace officers, emergency medical technicians, building inspectors, public works employees, public health workers, information technology workers, among others. Whenever the term "employee" or "employees" appears in the Agreement, the term includes employees and volunteers of a Sponsoring Agency unless stated otherwise.
2. Term. This Agreement shall be in effect as of the date that it is executed by both parties and shall remain in effect indefinitely or until either party terminates the Agreement pursuant to Section 6.
3. Assignment of Employees.
 - a. Assignment. The Sponsoring Agency may assign its employees to the Task Force, only with the consent of MN-TF1, which consent may be withdrawn by MN-TF1 at any time, and in accordance with the procedures of MN-TF1. Employees so assigned remain employees or volunteers of the Sponsoring Agency and are not employees of MN-TF1. When MN-TF1 is providing assistance to a party of MN-TF1, Sponsoring Agency shall compensate its employees just as if they were performing the duties within and for the Sponsoring Agency.
 - b. Workers' Compensation. Sponsoring Agency shall be responsible for injuries to or death of its own employees and shall maintain workers' compensation

coverage or self-insurance coverage, covering its own employees and volunteers while they are providing assistance as a member of the MN-TF1. The Sponsoring Agency waives its right to commence legal action against the MN-TF1 or any of its members for any workers' compensation benefits paid to its employees or their dependents, even if the injuries were caused wholly or partially by the negligence of the MN TF-1 or any of the members thereof.

- c. Damage to Equipment. The Sponsoring Agency shall be responsible for damage to or loss of its own equipment occurring during training or deployment of the MN-TF1. The Sponsoring Agency waives the right to commence legal action against MN-TF1 or any of the members for any damages to or loss of its equipment, even if the damages or losses were caused by the negligence of MN-TF1 or any member thereof.
- d. Liability. For purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), employees or volunteers assigned by the Sponsoring Agency to the Task Force are employees of Sponsoring Agency. The Sponsoring Agency agrees to defend, indemnify and hold harmless MN-TF1 and any of the members thereof against any claims brought or actions filed against MN-TF1 or any of the members thereof or any officer, employee or agent thereof for injury to, death of, or damage to the property of any third person or persons, arising from the action or omission of its employees or volunteers while providing assistance as a member of the MN-TF1. Under no circumstances shall the Sponsoring Agency be required to pay on behalf of itself and MN-TF1 and any of the members thereof any amounts in excess of the limits of liability established in Minn. Stat. Ch. 466 applicable to any one entity. The limits of liability for MN-TF1, any of its members and the Sponsoring Agency may not be added together to determine the maximum amount of liability for any of them.
- e. Costs. Sponsoring Agencies are not entitled to reimbursement by MN-TF1 or any member thereof of its costs incurred in connection with activities undertaken pursuant to this agreement, except for its costs which are reimbursable pursuant to policies established by the Board of Directors of MN-TF1. MN-TF1 may voluntarily reimburse other costs to the extent that grant funds are available.

4. MN-TF1.

- a. Consent. MN-TF1 hereby consents to the assignment by Sponsoring Agency of its employees or volunteers to participate on the MN-TF1, on the condition that the Sponsoring Agency and its employees or volunteers comply with all applicable MN-TF1 policies and procedures. MN-TF1 hereby reserves the right, at any time it deems appropriate, to withdraw its consent provided hereunder and terminate this Agreement for any reason.
- b. Charges. MN-TF1 agrees to remit to the Sponsoring Agency any funds that it receives with respect to services provided by the Sponsoring Agency while

participating on the MN-TF1, to the same extent as if the Sponsoring Agency were a party to said MN-TF1 Joint Powers Agreement. Except as provided in this Section 4(b), MN-TF1 shall have no obligation to reimburse any costs incurred by Sponsoring Agency for assigning its employees and volunteers to participate on the MN-TF1.

5. Sponsoring Agency. By executing this Agreement Sponsoring Agency agrees to comply with all terms of the Joint Powers Agreement for Minnesota Task Force One Urban Search and Rescue Team that apply to sponsoring agencies. Sponsoring Agency acknowledges that the Indemnification and Liability provisions of Section 10 of the MN FT-1 Joint Powers Agreement also apply to Sponsoring Agency.

6. Miscellaneous.

- a. Notices. Notices required pursuant to this agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

Sponsoring Agency:

MN-TF1:

A party providing written notice of intent to terminate this Agreement shall also provide such notice to the Fiscal Agent of the MN-TF1, each Participant entity of the Minnesota Task Force One Urban Search and Rescue Team Joint Powers Agreement, and to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.

- b. Termination. Either party may terminate this agreement without cause upon thirty days' written notice to the other. On the effective date of termination the entity executing this Agreement shall no longer be a Sponsoring Agency of MN-TF1.
- c. Effect of Termination. Termination of this Agreement shall not discharge any liability, responsibility or other right of either party which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.
- d. Amendments. This Agreement may be amended only in writing and upon the consent of the governing bodies of the parties.
- e. Records, accounts, reports. The books and records of the Sponsoring Agency related to participation as a Sponsoring Agency shall be subject to the provisions of Minn. Stat. Ch. 13 and Minn. Stat. § 16B.06, subd. 4.

- f. Severability. The provisions of this Agreement are deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

In Witness Whereof, the parties have executed this Agreement on the dates indicated below.

Minnesota Task Force One
Urban Search and Rescue Team

**

By: _____

Print Name: Jenny Halverson

Title: Mayor

Date: January 9, 2017

By: _____

Print Name: Sherrie Le

Title: Assistant City Manager

Date: Jan. 2017

Approved as to form:

Assistant County Attorney

Date

ADDENDUM TO

AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF WEST ST PAUL 2040 COMPREHENSIVE PLAN

THIS ADDENDUM ("Addendum") is made and executed this 12th day of December, 2016, by and between the City of West St. Paul, 1616 Humboldt Avenue, West St. Paul, Minnesota 55118, ("City") and WSB & Associates, Inc., 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416 ("Consultant").

WHEREAS, the City has accepted the proposal of the Consultant for certain professional Services; and

WHEREAS, the City and Consultant have agreed upon changes to the originally requested scope items in the original Professional Services Agreement; and

WHEREAS, Consultant desires to perform the Additional Services for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration contained herein, it is hereby agreed as follows:

1. SERVICES.

- a. City agrees to engage Consultant as an independent contractor for the purpose of performing certain professional Services ("Services"), as amended from the previous Professional Services Agreement as follows:
 1. Land Use, Housing, Implementation and Metropolitan Council Coordination:
 - a. Refinement of the Sustainability task to include more general recommendations, goals and policies
 - b. Refinement of the demographics and data analysis tasks to include only Metropolitan Council requirements
 - c. Reduction in Metropolitan Council Coordination costs by having City Staff attend more of the required meetings
 2. Parks and Open Space:
 - a. Per clarification from staff, scope refined to include only the Metropolitan Council required elements and an analysis of trail gaps and connections.
 3. Transportation:
 - a. Added scope to cover the minimum Metropolitan Council Requirements for Transportation Plan
 4. Water and Wastewater:
 - a. Added scope to include minimum Metropolitan Council requirements for Wastewater and Water Supply Plans

- b. Scope defined based on contacts with City Engineering staff as well as St. Paul Regional Water Services (SPRWS).
- c. Scope also developed with the City's recent Infill/Infiltration work in mind, and a reduced scope for water supply utilizing the SPRWS plan as a basis for meeting West St. Paul's future needs.

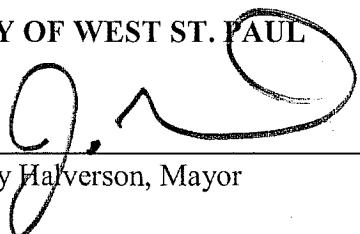
- b. Consultant covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 7 of this Agreement.

2. PAYMENT.

- a. The additional not-to-exceed fee for the Services described in this Addendum shall be **\$9,900**.
- b. City agrees to pay and Consultant agrees to receive and accept payment for Services as set forth in the Exhibits.
- c. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Consultant shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
- d. Consultant shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.

3. ADDITIONAL PROVISIONS: Sections 3-15 of the original Professional Services Agreement dated September 12, 2016 shall also apply to this Addendum.

CITY OF WEST ST. PAUL

By: 
Jenny Halverson, Mayor

By: 
Sherrie Le, Assistant City Manager

Date: Jan 9, 2017

AGREEMENT, WAIVER AND RELEASE

This Agreement, Waiver and Release (hereinafter "Agreement") is made and entered into this 9th day of January 2017, by and between Matthew Fulton (hereinafter "Employee") and the City of West St. Paul (hereinafter "Employer").

WHEREAS, Employee has been employed by Employer since August 5, 2013; and

WHEREAS, Employee and Employer mutually desire to set forth the terms and conditions under which Employee ends his employment with the City;

NOW, THEREFORE, in consideration of the mutual promises and covenants established in this Agreement, the parties agree as follows:

1. Separation. Employee hereby acknowledges and confirms he is separating his employment from Employer with his last day of in-office work to be January 9, 2017.
2. Benefits. Employer agrees to provide the following benefits to Employee subject to the rescission provisions of Sections 5 and 6:

A. Personal Leave, Severance Pay and Disability. Employee will be entitled to the following benefits:

- i. Authorized Paid Leave Benefits. Employee shall begin using his accrued paid leave benefits on January 10, 2017, until all paid leave benefits are exhausted, which shall occur on April 19, 2017 ("Paid Leave Period"). Employee will not receive a car allowance during the Paid Leave Period. Employee will accrue paid time off leave benefits during the Paid Leave Period, but shall exhaust all additional time accrued by April 19, 2017. Employer will contribute to PERA and will continue to match Employee's personal contribution to the ICMA-RC 457 deferred compensation program up to \$5,000 or the annual maximum per year authorized by law; and
- ii. Severance Pay Benefits. Following the Paid Leave Period, Employee shall be paid through payroll for a period of six months, beginning April 20, 2017 and ending October 20, 2017 ("Severance Period"), and shall receive compensation at Employee's established 2017 rate, less applicable payroll deductions. Severance payments will be made each pay period at the same times that compensation is paid to other employees. Employee will not accrue paid time off leave benefits or receive a car allowance during the Severance Period, but Employer will contribute to PERA and will continue to match Employee's personal contribution to the ICMA-RC 457 deferred compensation program up to \$5,000 or the annual maximum per year authorized by law. As of October 21, 2017, Employee shall no longer be considered an employee of the City.

iii. Long Term Disability Insurance Benefits. The City will pay for the cost of a converted long term disability insurance policy through the City's provider that will be in effect during the Paid Leave Period and the Severance Period.

B. Employee Insurance. Employee will continue to be covered by the Employer's health and dental benefits plan during his Paid Personal Leave Period and his Severance Period with the same coverages that he enjoys as of the date of the Agreement. Thereafter, Employee understands that COBRA allows Employee to continue health and dental benefits for a period of 18 months from the last date of employment and that coverage can commence on the first day after Employee's regular group health and dental benefits end. After the last date of employment, health and dental benefits may be continued at Employee's own cost. A notice will be sent regarding Employee's right to continue health and dental benefits under State and Federal law.

Employee understand that he will receive the benefits set forth in this Section 2 only if he signs this Agreement and does not rescind it within the fifteen (15) day rescission period provided for in Section 5.

3. Release of Claims. Employee, on behalf of himself and his heirs, representatives, executors, administrators, successors, agents, and assigns, knowingly, voluntarily, and unconditionally releases and forever discharges the City, its present, future, or former elected officials, Council members, managers, attorneys, representatives, officers, agents, employees, consultants, insurers (including the League of Minnesota Cities Insurance Trust), successors, assigns, employee welfare benefit plans and pension or deferred compensation plans, and their trustees, administrators and other fiduciaries, and all persons acting by, through, under, or in concert with them, or any of them ("Released Parties"), both individually and collectively, from any and all rights, claims, demands, controversies, attorneys' fees, liabilities, actions, causes of action, damages, losses, costs, expenses and compensation, of any nature, known or unknown, asserted or unasserted, fixed or contingent ("Claims"), which Employee may have, ever have had, or in the future may have against the Released Parties by reason of any matter, cause, or thing whatsoever, from the beginning of time to the date hereof, including but not limited to any Claims arising out of, based upon, or relating to Employee's recruitment, hire, employment, benefits, compensation, remuneration, or separation by the City, or any contract, agreement, or compensation arrangement between Employee and the Released Parties, or any of them. Employee hereby agrees that the Release set forth in this Paragraph 3 is a general release, and Employee waives and assumes the risk of any and all claims for damages which exist as of this date but of which he does not know whether through ignorance, error, oversight, negligence, or otherwise, and which, if known, would materially affect his decision to enter this Agreement.

The Claims released by this Agreement specifically include, but are not limited to, the following:

- (a) Any and all claims relating to Employee's hiring, terms and conditions of employment, termination, compensation, and benefits of any kind that Employee did receive or could have received in connection with his employment with the City;
- (b) Any and all claims relating to any conduct or statements by any of the Released Parties;
- (c) Any and all claims for violation of any federal, state or local Constitutions, laws, statutes, ordinances, policies, rules or regulations;
- (d) Any and all claims for violation of any of the following statutes:
 - (1) The Minnesota Human Rights Act, Minn. Stat. Chap. 363A;
 - (2) Any provision of Minn. Stat. Chapter 181: Employment, including the Minnesota Whistleblower Act;
 - (3) The Minnesota Government Data Practices Act, Minn. Stat. Chap. 13;
 - (4) The Veterans Preference Act, Minn. Stat. §197.46;
 - (5) Any act that provides workers' compensation benefits, including Workers Compensation Act, Minn. Stat. Chap. 176;
 - (6) Retaliation claims under Minn. Stat. §176.82;
 - (7) The Public Employment Labor Relations Act, Minn. Stat. §§179A.01 - .30;
 - (8) The Occupational Safety and Health Act, 29 U.S.C. §651, *et seq.*;
 - (9) The Minnesota Occupational Safety and Health Act, Minn. Stat. §182.65, *et seq.*;
 - (10) The Civil Rights Act, 42 U.S.C. §§1981 – 1988;
 - (11) The Fair Labor and Standards Act, 29 U.S.C. §201, *et seq.*
 - (12) The Fair Labor and Standards Act, Minn. Stat. §§177.21 – 177.35;
 - (13) The Age Discrimination in Employment Act, 29 U.S.C. §621, *et seq.*, including, without limitation, the Older Workers Benefit Protection Act, 29 U.S.C. §623;
 - (14) The Americans with Disabilities Act, 42 U.S.C. §12101, *et seq.*;
 - (15) The Rehabilitation Act of 1973, 29 U.S.C. §701, *et seq.*;
 - (16) The Family and Medical Leave Act, 29 U.S.C. §2601, *et seq.*;
 - (17) The Employee Retirement Income Security Act, 29 U.S.C. § 1001, *et seq.*;
 - (18) Title VII of Civil Rights Act, 42 U.S.C. § 2000e, *et seq.*;
 - (19) The National Labor Relations Act, 29 U.S.C. §151, *et seq.*
 - (20) The Equal Pay Act, 29 U.S.C., §206(d);
 - (21) The Immigration and Reform Control Act, 8 U.S.C. §§1324a – 1324b;
 - (22) The Worker Adjustment and Retraining Notification Act (WARN), 29 U.S.C. §2101, *et seq.*;

- (23) Any other federal statute that provides protections of any kind to employees;
- (24) Any amendments to any of the laws referenced in this subparagraph (d);
- (25) Any and all claims under any other federal, state, city or local human rights, civil rights, wage-hour, wage-payment, pension, employee benefits, City's Personnel Policy, veteran's preference rights, labor, or other statutes, laws, rules, regulations, guidelines, constitutions, ordinances, public policy, and any and all common law or non-statutory claims, whether based in law or equity, and whether based upon tort or contract law, including, but not limited to: breach of contract; fraud or misrepresentation; negligent representation; promissory estoppel; severance; back pay; attorney's fees, expenses or costs; defamation (including both libel and slander); negligence; retaliation; pain, suffering, mental anguish, intentional/reckless/negligent infliction of emotional distress; negligent hiring, supervision, or retention; breach of the covenant of good faith and fair dealing; breach of a right of privacy; breach of fiduciary duty; conversion; false imprisonment; assault; battery; unjust enrichment; interference with contractual or other relations; interference with prospective business advantage; whistle-blowing claims; employment discrimination; sexual or other harassment; wrongful termination; breach of public policy; constructive discharge; and/or any other common law claims, based upon any conduct occurring up to and including the date of the complete execution of this Agreement and/or the date of Employee's retirement from the City;

Employee understands this Agreement does not restrict his right to file a charge of discrimination with the EEOC, however, by signing this Agreement he waives his right to any monetary recovery in connection with a local, state, or federal governmental agency proceeding involving the Employer and he waives his right to file a claim seeking monetary damages from the Employer.

Employee further understands and agrees that by releasing the Released Parties from the claims described in subparagraphs (a) through (d) above, he is giving up any and all rights to seek damages of any kind from any or all of the Released Parties for any conduct predating his execution of this Agreement, including, without limitation, compensatory damages, incidental damages, consequential damages, exemplary or punitive damages, attorneys' fees, costs and disbursements. Similarly, Employee understands that by releasing the Released Parties from the claims described above, he is giving up his rights to seek any type of injunctive and/or declaratory relief from any or all of the Released Parties for any cause of action predating his execution of this Agreement.

4. Consideration Period. Employee understands and acknowledges that he may take up to twenty-one (21) days from the date he receives this Agreement to consider it and seek counsel to advise him regarding the terms. Employee acknowledges that he received this Agreement on January 4, 2017, and that the twenty-one (21) days shall run from that date. Employee represents that if he signs this Agreement before the expiration of the 21-

day period, it is because he has decided that he does not need any additional time to consider whether he wishes to release any potential claims.

5. Right to Rescind By Employee. Employee understands and acknowledges that he has the right to rescind or revoke his release of any claims he may have under the Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621, *et seq.*, if done within **seven (7) calendar days** from the date he signs this Agreement. Employee understands and acknowledges that he has the right to rescind or revoke his release of any claims he may have under the Minnesota Human Rights Act ("MHRA"), Minn. Stat. Chap. 363, if done within **fifteen (15) calendar days** from the date he signs this Agreement.

This Agreement shall not become effective until the rescission or revocation period has expired. Employee understands that in the event he rescinds this Agreement, the City shall have no obligation whatsoever under this Agreement and the Agreement will be rendered null and void. To be effective, the rescission or revocation must be in writing and hand-delivered or mailed to Chantal Doriott, City Clerk, City of West St. Paul, 1616 Humboldt Ave., West St. Paul, Minnesota 55118, within the 15-day period. If mailed, the rescission or revocation must be postmarked within the 15-day period, properly addressed as set forth in the preceding sentence and sent by Certified Mail, Return Receipt Requested. If delivered by hand, it must be given to Chantal Doriott, within the 15-day period.

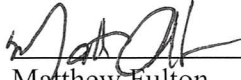
6. Right to Rescind By City. Pursuant to Minnesota Statute § 465.722, the City shall have fifteen (15) days after January 9, 2017, to rescind this Agreement. If the City so rescinds, the rescission must be in writing and hand-delivered or mailed to Employee at 1938 Christensen Ave., West St. Paul, within the 15-day period. If mailed, the rescission must be postmarked within the 15-day period, properly addressed as set forth in the preceding sentence and sent by Certified Mail, Return Receipt Requested. If delivered by hand, it must be given to Employee within the 15-day period. This Agreement shall not become effective until the rescission period has expired.
7. Consequences of Rescission. Employee agrees, understands, and acknowledges that the City's obligations to him, as set forth in this Agreement, shall be unenforceable unless and until the rescission periods with regard to Paragraphs 5 and 6 have expired, and the parties have not rescinded or revoked this Agreement in any part.
8. Recommendation to Retain Counsel. Employee acknowledges that the City recommended that he retain counsel in connection with the negotiations relating to, and his execution of, this Agreement. Employee specifically acknowledges that the City's obligations to recommend that he retain counsel, as required by the ADEA and/or the MHRA, have been fulfilled.
9. Knowing and Voluntary Waiver of Unknown Claims. Employee understands that this Agreement extends to all claims which the Employee does not know or suspect to exist at the time of executing this Agreement. By executing this Agreement, Employee intends to, and hereby does, release Released Parties from claims which he does not presently know or suspect to exist at this time.

10. No Lawsuits. Employee represents that there are no lawsuits initiated or pending by him against the Released Parties.
11. No Claims Exist. Employee confirms that he has no known workplace injuries and that he has received all benefits and leaves to which he has been entitled. Employee acknowledges and confirms that he has reported all hours worked and has been paid in full for all hours worked.
12. Non-Admission of Liability. The parties understand and agree that neither the agreements set forth herein nor the execution of this Agreement shall constitute or be construed as an admission of any liability, wrongdoing, or violation of any law or regulation by the City, or an admission of the existence of the facts upon which liability, wrongdoing, or violation of law or regulation could be based.
13. Data Practices Act. The parties agree that this Agreement is a public document under the Minnesota Government Data Practices Act and will not be protected as private, confidential, or non-public information. This Agreement will be treated as public data within the meaning of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.
14. Complete Agreement. The parties acknowledge and represent that no promise or representation not contained in this Agreement has been made to them, and acknowledge and represent that this Agreement contains the entire understanding between the parties and contains all terms and conditions pertaining to the settlement of the parties' disputes. This Agreement supersedes all previous agreements, whether oral or written, between Employee and the City.
15. Both the Employee and the City, its employees, consultants, agents, Council members acknowledge and agree that they will end the employment relationship in a mutually respectful manner, without making acrimonious statements or disparaging comments about the other now or in the future. The Employer, its employees, consultants, agents, and Council members will not contact or respond to potential future employers or inquiries from the media regarding future employment to provide written or verbal opinions or statements regarding the Employee without the express consent of the Employee.
16. Knowing and Voluntary Execution. Employee acknowledges that he has read this Agreement, that he fully understands his rights, privileges, and duties hereunder, and that he enters into the Agreement freely and voluntarily. Employee further acknowledges that he has had an opportunity to consult with an attorney of his choice to explain the terms of this Agreement and the consequences of signing it.
17. Counterparts. This Agreement may be signed simultaneously in two or more counterparts, each of which will be deemed the original, but all of which together will constitute one and the same document.

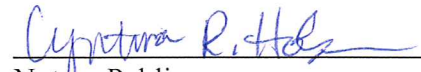
18. Severability Clause. In the event that any provision of this Agreement shall be held void or unenforceable by a court of competent jurisdiction which is affirmed on appeal, said judgment shall not affect, impair, or invalidate the remainder of this Agreement unless the provision declared totally or partially unenforceable destroys the release of claims provided by Employee in Section 3.
19. Governing Law and Draftsmanship. This Agreement will be construed and interpreted in accordance with the laws of the State of Minnesota. It is further agreed that any action initiated in connection with the interpretation of or adherence to the terms and provisions of this Agreement shall be venued solely and exclusively in state court, in the State of Minnesota, in the County of Washington. The parties to this Agreement agree and acknowledge that this Agreement shall be considered to have been drafted equally by each of the parties.

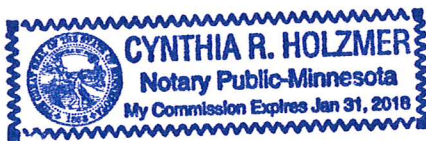
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EMPLOYEE

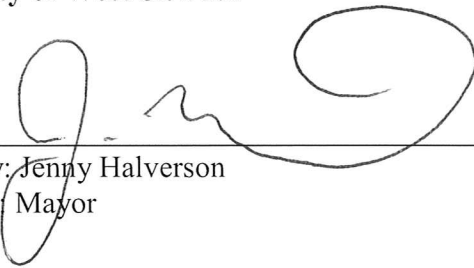

Matthew Fulton

Subscribed and sworn to before me
this 11th day of January, 2017.


Notary Public




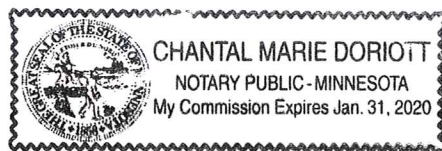
EMPLOYER
City of West St. Paul


By: Jenny Halverson
Its: Mayor


By: Sherrie Le
Its: Asst. City Manager

Subscribed and sworn to before me
this 23rd day of January, 2017.


Notary Public



South Metro Fire Department
Board Ballot

I would like to appoint (check next to one person)

☒ John Bellows

☐ Dave Napier

South Metro Fire Department
Board Ballot

I would like to appoint (check next to one person)

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